



Littler Mendelson, P.C.
900 Third Avenue
New York, NY 10022-3298

Eli Z. Freedberg
212.583.2685 direct
212.583.9600 main
212.954.5011 fax
efreedberg@littler.com

September 17, 2020

VIA ECF

Magistrate Judge Ramon E. Reyes, Jr.
United States District Court
Eastern District of New York
225 Cadman Plaza East, Rm. N208
Brooklyn, New York 11201

Re: *Rodriguez, et al. v. Cricket Wireless LLC., et al.*
Index No.: 1:20-cv-01596

Dear Judge Reyes:

This firm represents Cricket Wireless LLC in the above-referenced matter. We write in support of Plaintiff's Pre-Motion Letter to Enforce the Settlement Agreement (Dkt. 18) and wish to clarify a point raised in the letter. Defendant Cricket Wireless LLC has not attempted to withdraw from the agreement and respectfully joins Plaintiff in the request for this Court to enforce the parties' finalized settlement agreement. In addition, Paragraph 3 of the Memorandum of Understanding regarding Settlement Terms explicitly states that the Settlement Amount shall be exclusively paid by Defendants Mayer Vaknin, Kim Velez and/or Wireless BBS. (See Dkt 18, Ex. 2). Accordingly, while Defendant Cricket Wireless LLC is a released party it has no obligations to fund the settlement.

Respectfully submitted,

Eli Z. Freedberg

EZF/mbm

CC: All counsel of record (via ECF)